

**SECOND AMENDMENT TO**  
**RHODIA PROPERTY**  
**1495 S. 11<sup>TH</sup> STREET**  
**DEVELOPMENT AGREEMENT**

This Second Amendment to Rhodia Property 1495 S. 11<sup>th</sup> Street Development Agreement (the "Second Amendment") is entered into this 31<sup>st</sup> day of August, 2021, by and between the Louisville/Jefferson County Metro Government, acting by and through Develop Louisville ("Metro Government") and Re:Land Group, Limited Liability Company ("Developer").

**RECITALS**

WHEREAS, Metro Government and Developer entered into that Rhodia Property 1495 S. 11<sup>th</sup> Street Development Agreement, as subsequently amended (the "Development Agreement"), pursuant to which Developer agreed to develop the Plan;

WHEREAS, Metro Government and Developer continue to discuss the availability of economic incentives and environmental remediation that will be needed to commence and complete the Project;

WHEREAS, The completed Phase II environmental report, necessary to help inform the final environmental remediation plan, is still pending;

WHEREAS, Metro Government and Developer wish to extend the period of time available to provide certain deliverables contemplated within the Development Agreement; and

WHEREAS, Metro Government and Developer desire to enter into this Second Amendment;

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Metro Government and Developer agree as follows:

**1. Schedule.** The Development Agreement is hereby amended by the replacement of Section 1.03(B) with a new Section 1.03(B) as follows:

**"B.** Developer shall use its best efforts to perform the Actions below according to the following Schedule. Developer shall provide Metro Government with monthly updates on these activities on or before the last date of each month during the term of this Agreement and any extensions thereof.

<b><u>Action</u></b>	<b><u>Date</u></b>
<i>Establish Environmental Testing Budget</i>	Within 30 days of Developer receipt of Phase 1 testing report, but in no event later than 5/31/2021
<i>Submit Initial Request for Potential Metro</i>	On or before 1/31/2021

*Government Funding Sources (if any)*

<i>Environmental Phase 1 Testing Completion</i>	On or before 4/30/2021
<i>Application to State Brownfields Program</i>	On or before 10/31/2021
<i>Final Plan Budget</i>	On or before 10/31/2021"

**2. Term.** The Development Agreement is hereby amended by the replacement of Section 1.03(D) with a new Section 1.03(D) to read as follows:

**"D.** This Agreement shall remain in effect until December 31, 2021, unless otherwise extended in accordance with this Agreement or by the parties in writing (the "Term"). The parties shall execute the Subsequent Development Agreement prior to the expiration of the Term."

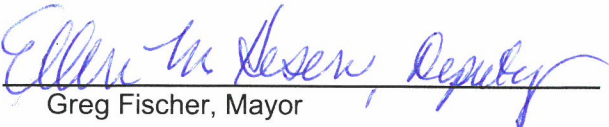
**3. Miscellaneous.** All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement. Except as expressly set forth herein, all the terms and conditions of the Development Agreement shall remain unaltered and in full force and effect. In the event of any conflict between the Development Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to the conflicts of laws principles thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first written above.

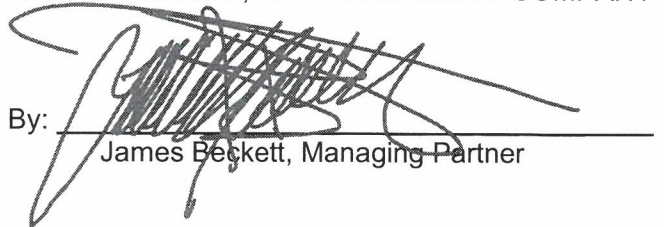
METRO GOVERNMENT:

LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT

By:   
Greg Fischer, Mayor

DEVELOPER:

RE:LAND GROUP, LIMITED LIABILITY COMPANY

By:   
James Beckett, Managing Partner

Approved as to form:

Michael J. O'Connell  
Jefferson County Attorney

By: \_\_\_\_\_  
Assistant Jefferson County Attorney